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AGREEMENT
BETWEEN THE
BRIDGEWATER-RARITAN REGIONAL BOARD OF EDUCATION
AND THE
BRIDGEWATER-RARITAN ASSOCIATION OF EDUCATIONAL SECRETARIES
JULY 1, 1971 - June 30, 1973

THIS AGREEMENT made this day of , 1971, by
and between

THE BRIDGEWATER-RARITAN REGIONAL BOARD OF EDUCATION, Raritan, New Jersey,
hereinafter called the "Board"; AND

BRIDGEWATER-RARITAN ASSOCIATION OF EDUCATIONAL SECRETARIES, an unincorporated
association, Raritan, New Jersey, hereinafter called the "Association".

ARTICLE 1: RECOGNITION

Pursuant to Chapter 303, Laws of 1968, State of New Jersey, the Board hereby recognizes the Association as majority representative and as sole and exclusive representative for collective negotiation concerning the terms and conditions of employment for all personnel within the following employee unit, whether or not they are members of the Association:

Secretarial and Clerical Personnel

Media Technician

but excluding:

Assistant to the
Board Secretary

Executive Secretary
Payroll Supervisor

- A. The Board agrees that it will not recognize, encourage or negotiate with any other organization of employees within the aforesaid employee unit, pursuant to Chapter 303, Public Laws 1968.

ARTICLE 2: SALARY PROGRAM

- A. The compensation and other employment benefits for the various employees in the employment unit are set forth in Appendix A, which is attached hereto and made a part hereof.

ARTICLE 3: GRIEVANCE PROCEDURE

- A. A "grievance" shall mean a claim by a secretary, secretaries, or representative of a secretary or secretaries that there has been misinterpretation, misapplication, or violation of Board policy, this Agreement, or an administrative decision affecting her. A grievance to be considered

under this procedure must be initiated by the secretary within thirty (30) days of the time the secretary knew or should know of its occurrence.

- B. 1. It is agreed by both parties that these proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure.
2. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.
3. It is understood that secretaries shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.
4. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process.

C. Level One

Any secretary who has a grievance shall discuss it first with her principal (or immediate superior or department head if applicable) in an attempt to resolve the matter informally at that level.

Level Two

If, as a result of the discussion, the matter is not resolved to the satisfaction of the secretary within five (5) school days, she may set forth her grievance in writing to her principal on the grievance forms provided.

The principal shall communicate his decision to the secretary in writing with reasons within five (5) school days of receipt of the written grievance.

Level Three

The secretary, no later than ten (10) school days after receipt of the principal's decision, may appeal the principal's decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing reciting the matter submitted to the principal as rendered. The Superintendent or his designee shall attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) school days. The Superintendent shall communicate his decision in writing with reasons to the employee and the principal.

Level Four

If the grievance is not resolved to the secretary's satisfaction, she, no later than ten (10) school days after receipt of the Superintendent's decision, may request a review by the Board of Education. The request shall be submitted in writing through the Superintendent of Schools, who shall attach all related papers and forward the request within ten (10) school days to the Board of Education. The Board shall review the grievance and shall, at the option of the Board or upon request of the secretary, hold a hearing with the secretary and render a decision in writing with reasons within thirty (30) calendar days of receipt of the grievance by the Board or of the date of the hearing with the employee, whichever comes later.

Level Five

No claim by a secretary shall constitute a grievable matter beyond Level Four or be processed beyond Level Four if it pertains to (a) any matter for which a detailed method of review is prescribed by law, (b) any rule or regulation of the State Commissioner of Education, but not to the violation, misinterpretation, or misapplication of such a rule or regulation,

(c) any By-Law of the Board of Education pertaining to its internal operation, or (d) any matter which according to law is beyond the scope of Board authority.

If the decision of the Board does not resolve the grievance to the satisfaction of the secretary and the secretary wishes review by a third party, she shall so notify the Board through the Superintendent within ten (10) school days of receipt of the Board's decision. A secretary, in order to process her grievance beyond Level Four, must have her request for such action accompanied by the written recommendation for such action by the Association.

D. Procedure for Securing the Services of an Arbitrator

The following procedure will be used to secure the services of an arbitrator:

1. A request will be made to the American Arbitration Association to submit a roster of persons qualified to function as an arbitrator in the dispute in question.
2. If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they will request the American Arbitration Association to submit a second roster of names.
3. If the parties are unable to determine, within ten (10) school days of the initial request for arbitration, a mutually satisfactory arbitrator from the second submitted list, the American Arbitration Association may be requested by either party to designate an arbitrator.
4. The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He can add nothing to nor subtract anything from the Agreement between the parties or any policy of the Board of Education. The recommendations of the arbitrator shall be advisory.

E. E. Rights of Secretaries to Representation

1. Any aggrieved person may be represented at all stages of the grievance procedure by himself or, at his option, by a representative selected or approved by the Association.
2. When a secretary is not represented by the Association in the processing of a grievance, the Association shall have the right to be present and present its position in writing at all meetings held with the secretary concerning the grievance, and shall receive a copy of all decisions rendered.

F. Miscellaneous

Forms pertaining to the filing of grievances shall be prepared by the Superintendent or his designee after consultation with the Association. Such forms shall be available only through the Association.

G. Costs

1. Each party shall bear the total cost incurred by itself.
2. The fees and expenses of the arbitrator are the only costs which will be shared by the two parties, and they will be shared equally.

ARTICLE 4: GENERAL PROVISIONS

- A. This Agreement constitutes a Board policy and the parties to the Agreement will take every reasonable step to see that the spirit, intent and purpose of this Agreement are fully carried out.
- B. If any provision of this Agreement is held to be contrary to law, such provision shall be void, but all other provisions of this Agreement shall continue in full force and effect.
- C. Nothing in this Agreement shall be construed as limiting the right of the Association or the Board to negotiate any provision of this Agreement with respect to future or successor Employment Agreements.

- D. This Agreement shall not be modified or amended in whole or in part except by a written agreement signed by both parties.
- E. Unless specifically provided in this Agreement, nothing herein contained shall be interpreted as eliminating, reducing or otherwise detracting from any of the terms and conditions of employment existing prior to the date of this Agreement.
- F. In cooperation with the Association, the Board will prepare a Non-Instructional Handbook outlining the employment rights, responsibilities and fringe benefits of the employee unit.

ARTICLE 5: ASSOCIATION RIGHTS

- A. The Association shall have the right to request and receive from the Board salary data and other public information respecting all employees in the employee unit, as well as any other public information relating to the terms and conditions of employment of the employee unit.
- B. The Association shall have the right to use school buildings for meetings at reasonable hours, by prearrangement with the Superintendent or his designee.
- C. The Association shall have the right to use school equipment, such as typewriters, mimeograph machines and duplicating equipment, at reasonable hours, when such equipment is not otherwise in use. The Association shall pay for any damage or injury to such equipment while being used by the Association. No equipment will be taken off school property.
- D. The Association shall have the right to use inter-school mail facilities and school mail boxes for the purposes of making announcements and providing information to members of the employee unit with the permission of the Superintendent or his designee. Such permission shall not be withheld unreasonably.
- E. All Association business shall be conducted outside of working hours.

ARTICLE 6: NEGOTIATION OF SUCCESSOR AGREEMENT

- A. Not later than November 1, 1971, the Board agrees to enter into negotiations with the Association over a successor agreement for those sections which expire June 30, 1972, as listed in ARTICLE 7. Not later than November 1, 1972, the Board agrees to enter into negotiations with the Association over a successor Agreement. By the same dates and for the purposes indicated above, the Association agrees to present its proposals to the Board. The agreements negotiated shall apply to the unit defined, be reduced to writing, be ratified by the Association, be adopted by the Board and be signed by the Association and the Board.
- B. During negotiations, the Board and the Association shall present relevant data, exchange points of view and make proposals and counter-proposals. The Board shall make available to the Association for inspection at reasonable times that information which is available to the public.
- C. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party.
- D. Whenever members of the bargaining unit are mutually scheduled by the parties hereto to participate during working hours in conferences, meetings or in negotiations respecting the collective bargaining agreement, they will suffer no loss in pay.

ARTICLE 7: DURATION OF AGREEMENT

- A. This Agreement shall take effect upon execution by officers of the Board and the Association and official ratification by resolutions of the Board of Education and the membership of the Association.
- B. When so executed and ratified, the Agreement shall be effective as of July 1, 1971, and ARTICLES 1, 3, 4, 5 and 6 shall continue in effect until June 30, 1973. ARTICLE 2 and Appendix A shall continue in effect until

June 30, 1972. This Agreement may be extended only by a written document executed and ratified as provided in this ARTICLE.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by the proper officers and their seals to be affixed hereto the day and year first above written.

ATTEST:

BRIDGEWATER-RARITAN REGIONAL BOARD
OF EDUCATION

Secretary

By _____
President

ATTEST:

BRIDGEWATER-RARITAN ASSOCIATION OF
EDUCATIONAL SECRETARIES

Secretary

By _____
President

APPENDIX A

SALARY PROGRAM, 1971-1972

1. Hourly and Substitute Clerk-Typists

a. Minimum - \$2.05 per hour

Maximum - \$2.75 per hour

b. Hourly clerk-typists are to submit monthly time sheets. Time sheets are to be certified by the immediate supervisor and sent to the Personnel Office for processing to the Payroll Department.

2. <u>Work Week</u>	<u>Weeks Per Year</u>	<u>Hours Per Week*</u>	<u>Days Per Year</u>
12-month employees	52	37½	260
11-month employees	47.6	37½	238
10-month employees	43.2	37½	216

*35 hours per week during Christmas and Easter vacations and from July 1 to September 1.

3. Overtime

a. Overtime requires prior approval of immediate supervisor and notification in writing to the Personnel Office.

b. Overtime, after 8 hours per day - 40 hours per week, will be paid at one and one-half times hourly rate, or, if mutually agreeable between employee and immediate supervisor, compensatory time will be allowed within the contract year.

c. Compensatory time - full-time employees only.

(1) Hour for hour of overtime.

(2) Notification, in writing, to the Personnel Office when compensatory time is taken.

4. Full-time contract employees are entitled to paid holidays as prescribed annually by the Personnel Office. Hourly employees are not entitled to any paid holidays from September 1 through June 30.

5. Full-time salaried employees are entitled to annual vacations as follows:

- a. Less than 6 months' service as of June 30 --- 0.
- b. 7 months - 11 months of service as of June 30 --- 5-9 working days.
- c. One year of continuous full-time service as of June 30 ---

- (1) 12-month employees 10 working days
- (2) 11-month employees 9 working days
- (3) 10-month employees 8 working days

d. Five years of continuous full-time service as of June 30 ---

- (1) 12-month employees 12 working days
- (2) 11-month employees 11 working days
- (3) 10-month employees 10 working days

e. Six years of continuous full-time service as of June 30 ---

- (1) 12-month employees 13 working days
- (2) 11-month employees 12 working days
- (3) 10-month employees 11 working days

f. Eight years of continuous full-time service as of June 30 ---

- (1) 12-month employees 14 working days
- (2) 11-month employees 13 working days
- (3) 10-month employees 12 working days

g. Ten to sixteen years of continuous full-time service as of June 30 ---

- (1) 12-month employees 15-20 working days
- (2) 11-month employees 14-19 working days
- (3) 10-month employees 13-18 working days

6. Sick leave, at the rate of one (1) day per month is granted all salaried and regularly-scheduled hourly workers. Sick leave may accumulate from year to year without limit. Annual accounting of sick leave days will be made to each employee. Annual accounting of sick leave days will be made to each employee as early in the school year as possible, but, in no event, later than December 31, 1971.

7. Excused absences, arranged at least 24 hours in advance, may be granted for any of the following personal reasons, up to a maximum of two days per year:

- a. Marriage in immediate family.
- b. Graduation exercises of children of employee.
- c. Required appearance in court involving no moral turpitude on the part of the employee.
- d. Unusual circumstances (to be considered on their merits by the Personnel Director).

NOTE: Personal days will not be granted the day immediately preceding or following a vacation and do not accumulate from year to year.

8. Emergency leave, which cannot accumulate, is possible for three to five days for critical illness or death in the immediate family.

- a. Critical illness means illness which the attending physician considers sufficiently serious to require the employee's presence at the bedside.
- b. Immediate family means husband, wife, children, and any other members of the same home; father and mother; brothers and sisters; grandfather and grandmother; father-in-law and mother-in-law.

9. All salaried employees are expected to work on snow days and shall promptly report their arrival to the Personnel Office.

10. Individual and full family health care insurance coverage to be provided, which shall include:

- | | |
|----------------|------------------|
| a. Blue Cross | c. Major Medical |
| b. Blue Shield | d. Rider J |

11. Credit on the salary guide shall be given for previous secretarial and clerical experience upon employment at the discretion of the Personnel Director.

12. Announcement of each secretarial or clerical opening in the District will be posted in each office by the Personnel Office.

13. Other conditions of employment will be enumerated in the handbook for non-instructional personnel.

14. The Board and the Association recognize the value of further training; and the Board, upon request in writing, will pay expenses for attending workshops, adult school courses and seminars related to the individual's assignment if

approved by her immediate supervisor and the Personnel Director. The maximum amount for all members of the unit shall be \$150.00

SALARY GUIDE - SECRETARIAL AND CLERICAL STAFF
1971-1972

CLASSIFICATIONS	MINIMUM	MAXIMUM	EARNED INCREMENT	STEPS
SECRETARY I				
12 months	\$5,600.00	\$7,875.00	\$325.00	8
11 months	5,096.00	7,166.00	296.00	8
SECRETARY II				
12 months	5,450.00	7,550.00	300.00	8
11 months	4,960.00	6,871.00	273.00	8
10 months	4,524.00	6,267.00	249.00	8
SECRETARY III				
12 months	5,350.00	7,275.00	275.00	8
11 months	4,868.00	6,620.00	250.00	8
STENOGRAPHER				
12 months	4,750.00	6,500.00	250.00	8
11 months	4,323.00	5,915.00	227.00	8
10 months	3,942.00	5,395.00	208.00	8
CLERK-TYPIST				
12 months	4,450.00	6,025.00	225.00	8
11 months	4,049.00	5,482.00	205.00	8
10 months	3,693.00	5,000.00	187.00	8
HOURLY RATE	2.05	2.75	0.10	8

- A. All increases (including increment) resulting from a change in base salary and reclassification of contract employees as per the above schedule are to be limited to ten per cent total for 1971-72.
- B. Except for the limitations imposed in "A" above, each employee shall be placed on a step of the salary schedule and shall proceed in an earned incremental progression based upon her experience and classification.